BILL NO. S-89-12-26

SPECIAL ORDINANCE NO. S-222-89

AN ORDINANCE approving a contract by and between the State of Indiana, acting by and through the Indiana Department of Transportation and the City of Fort Wayne re: the construction of a new bridge on I-69 over Washington Center Road.

WHEREAS, the State of Indiana, by and through the Indiana Department of Transportation has proposed and entered into a cooperation agreement with the City of Fort Wayne concerning the construction of a new bridge on I-69 over Washington Center Road;

WHEREAS, the State of Indiana has requested that Fort Wayne provide matching funds equal to ten percent (10%) of the project construction cost;

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The proposed contract by and between the State of Indiana and the City of Fort Wayne concerning the construction of a new bridge on I-69 over Washington Center Road is hereby approved and ratified and the appropriate City Officers are authorized to execute said agreement on behalf of the City. Two copies of said contract are on file in the City Clerk's office and available for public inspection.

SECTION 2. That this ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay

J. TIMOTHY MCCAULAY, CITY ATTORNEY

STATE of INDIANA

INDIANAPOLIS

INDIANA DEPARTMENT OF HIGHWAYS
100 North Senate Avenue
Indianapolis, Indiana 46204-2249

Room 1101, State Office Building
317-232-5533

November 16, 1989

The Honorable Paul Helmke
Mayor of Fort Wayne
One Main Street
Fort Wayne, Indiana 46802

RE: Proposed INDOT/Fort Wayne Contract
I-69 over Washington Center Road

Dear Mayor Helmke:

Attached is a proposed contract between the city of Fort Wayne and the Indiana Department of Transportation which provides for cooperation to construct a new bridge on I-69 over Washington Center Road. The document provides for our department to provide federal funds for construction of the project and Fort Wayne to provide the matching funds (equal to 10% of the project construction cost).

Please review the document. If it is satisfactory, please have the proper officials sign on page 5. A notary public for Fort Wayne is to complete the top half of page 6.

Please call me at (317) 232-5324 if you have any questions about this matter.

Very truly yours,

John E Jordan

John E. Jordan
Attorney
Internal Affairs Division

JEJ/rb
cc: file

Carl O. Neal
David Boyer 11/22/89
Ed,

RECEIVED
NOV 2 1989
MAYOR'S OFFICE

APPROVED
Board of Public Works & Safety

NOV 21 AM 11:11

Michael M. Aerdin MM
Douglas M. Leh

CONTRACT

This contract is made and entered into _____ 19__, by and between the state of Indiana, acting by and through the Indiana Department of Transportation (STATE) and the city of Fort Wayne, acting by and through its proper officials (CITY).

In consideration of the following mutually dependent covenants, the CITY and STATE agree:

Section 1 The CITY and STATE shall comply with the applicable provisions of (1) Title 23 of the U.S. Code and (2) the regulations contained in 23 CFR.

Section 2 The STATE shall design (or cause to be designed) and prepare (or cause to be prepared) plans and special provisions for the replacement of a structure on I-69 over Washington Center Road (Project Code 59900), hereinafter called the Project. The Project is anticipated to begin about 1,500 feet south of the structure and end about 2,500 feet north of the structure. The plans and special provisions shall be sent to the CITY for review and comment.

The STATE shall prepare the engineer's estimate.

Section 3 The STATE shall acquire (or cause to be acquired) the right-of-way necessary to construct the Project. The STATE shall provide the following services in connection therewith: right-of-way engineering, appraising, review appraising, buying, property management, relocation assistance, and legal services.

Section 4 The STATE shall coordinate the relocation of all utilities affected by the Project.

Section 5 The STATE shall advertise for bids for construction of the Project. Upon receipt of an acceptable bid below the engineer's estimate, the STATE will award a contract for the Project. If the low bid is within 5% above the engineer's estimate, the STATE may award a contract for the Project. The construction contract shall be awarded based on unit prices and estimated quantities.

Section 6 The STATE shall provide competent and adequate engineering, testing, and inspection services to monitor the contractor's work. During construction, the CITY may inspect (at its own expense) the Project.

Section 7 The cost of the Project shall be apportioned as follows:

a. All costs to survey, prepare environmental studies, conduct geotechnical investigations, prepare plans and special provisions, and provide right-of-way services shall be borne by the STATE.

b. All costs to advertise for and receive bids for construction shall be borne by the STATE.

c. All costs for reimbursable utility relocations, relocation benefits, and acquisition of right-of-way (including damages) whether by purchase or condemnation shall be borne by the STATE.

d. All costs for Project management, engineering, testing, and inspection services shall be borne by the STATE.

e. After the deduction of federal-aid equal to 90% of the eligible Project costs, the construction cost shall be borne by the CITY.

Federal-aid funds available to the STATE shall be used for construction of the Project. In the event that federal-aid funds equal to ninety percent (90%) of the construction cost are not available to the STATE for construction of the Project, the STATE shall provide STATE funds in lieu of federal funds.

Section 8 The construction cost shall be interpreted to mean the cost of materials furnished and labor performed at the unit prices set out in the itemized proposal or extra work agreement of the contractor to whom the work is awarded by the STATE; and the cost of such additional work or materials as may be authorized, in writing, by the STATE.

The STATE shall apportion the construction cost in accordance with section 7, and it will provide the CITY with a copy of supporting documentation.

Section 9 Within forty-five (45) days after the STATE awards a contract for construction of the Project, the CITY shall pay to the STATE a sum equal to one hundred percent (100%) of the CITY's share of the construction cost, as determined by the STATE. If an Advice of Change Order, AC, is approved by the STATE which increases the Project construction cost, the CITY shall pay to the STATE, within thirty (30) days, a sum equal to one hundred percent (100%) of the CITY's share of the increased cost.

Section 10 After acceptance of the contractor's work and after final quantities have been determined, the STATE will bill the CITY if the CITY's actual share is greater than the amount the CITY has contributed. Such billing shall be due and payable thirty (30)

days after the date it is received by the CITY. If the CITY's actual share is less than the amount the CITY has contributed, the STATE will refund the difference in thirty (30) days.

Section 11 If either party to this contract becomes more than sixty (60) days late in making payments required by this contract, the aggrieved party may proceed in accordance with I.C. 8-14-1-9 to obtain a mandatory transfer of funds from the delinquent party's motor vehicle highway account to the aggrieved party's account.

Section 12 The STATE acknowledges that it currently has jurisdiction of I-69 and will continue to have jurisdiction thereof until jurisdiction is transferred in accordance with state statutes. The CITY acknowledges that it currently has jurisdiction of Washington Center Road and will continue to have jurisdiction thereof until jurisdiction is transferred in accordance with state statutes.

Section 13 The CITY and its subcontractor, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.

Insofar as authorized by law, this contract shall be binding upon the parties hereto, their successors or assignees.

This contract shall not be effective unless and until it is approved by the Attorney General of Indiana, or his authorized representative, as to legality and form.

In witness whereof, the CITY and STATE have executed this contract.

BOARD OF PUBLIC WORKS AND SAFETY
FORT WAYNE

Mayor

ATTEST:

Clerk-Treasurer 11-29-89

STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION

Recommended for Approval

Katherine Lyon
Deputy Commissioner, Development

Executed By:

Christine W. Letts
Commissioner

ATTEST:

Daniel A. Novreske
Deputy Commissioner, Administration

Approved as to legality and form:

(FOR)
Linley E. Pearson
Attorney General

Date Approved:_____

This document was prepared by:
John E. Jordan
Attorney
Indiana Department of Transportation

A C K N O W L E D G M E N T

State of Indiana County of _____, SS:

Before me, the undersigned Notary Public in and for said County personally appeared _____

(Name of signers, their official

_____

capacity and agency name)

and each acknowledged the execution of the foregoing agreement on this

_____ day of_____ 19__.

Witness my hand and seal the said last named date.

My Commission Expires

_____ _____

Notary Public

_____ _____

County of Residence Typed or Printed Name

A C K N O W L E D G M E N T

State of Indiana, County of Marion, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared _____, _____ of the Indiana Department of Transportation, and acknowledged the execution of the foregoing agreement on this _____ day of _____, 19__.

Witness my hand and seal the said last named date.

My Commission Expires

_____ _____

Notary Public

_____ _____

County of Residence Typed or Printed Name

M E M O R A N D U M

DATE: DECEMBER 1, 1989

TO: PAUL HELMKE

FROM: CHARLES LAYTON

RE: PROPOSED INDOT/FORT WAYNE CONTRACT
I-69 OVER WASHINGTON CENTER ROAD

In answer to your questions about subject contract, the City's liability of ten percent on the bidded project will have to be paid in August 1991, just prior to the expiration of the Transportation Act. The approximate City liability at ten percent should equal $600,000.

If we do not have the Washington Center Road Project under contract prior to the expiration of the Transporation Act, we will lose our $3,000,000 minimum allocation of funds (MA). The money funds could be comprised of MVH and LRS funds; a second source could be COIT; and/or a general obligation bond issue.

We thought it was important to move forward on this project because of our desire to widen the very important Washington Center Corridor to four-lane traffic.

11/30

— who will we by?

— where will our money come from?

December 1, 1989

To: Charles Layton
Douglas Lehman
Mike McAlexander

From: Helen Gochenour, Clerk to the Board HG.

Subj: Proposed INDOT/Ft.Wayne Contract
I-69 Over Washington Center Road

The proposed subject contract which the Board approved at their November 29, 1989 meeting has been signed by the Mayor however he has the following questions:

1. When will we pay?

2. Where will our money come from?

Please advise. Thank you.

cc: Mark Gensic, City Engineer
Carl O'Neal, Transportation Engr. Director
David Boyer, Associate City Attorney

Read the first time in full and on motion by Ben Zumbo, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council ~~Conference Room 128, City-County~~ Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 12-12-89.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY				✓
BURNS	✓			
EDMONDS	✓			
GiaQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 12-26-89

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-222-89, on the 26th day of December, 19 89,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL: Charles B. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of December, 19 89, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 4th day of January, 19 90, at the hour of 9:45 o'clock A.M.,E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr. _____

TITLE OF ORDINANCE Proposed Contract between City & Indiana Department of Transportation

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Proposed Contract between City of Fort Wayne & Indiana Department of Transportation is for the cooperation to construct a new bridge on I-69 over Washington Center Road. The proposed contract provides for Indiana Department of Transportation to provide federal funds for construction of the project & Fort Wayne to provide the matching funds (equal to 10% of the project construction cost).

S-85-12-26

EFFECT OF PASSAGE New bridge on I-69 over Washington Center Road

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) 10% of project or approx. $600,000

ASSIGNED TO COMMITTEE _____

BILL NO. S-89-12-36

REPORT OF THE COMMITTEE ON FINANCE

MARK E. GiaQUINTA, CHAIRMAN
THOMAS C. HENRY, VICE CHAIRMAN
BRADBURY, SCHMIDT, BURNS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving a contract by and between the State of Indiana, acting by and through the Indiana Department of Transporation and the City of Fort Wayne re: the construction of a new bridge on I-69 over Washington Center Road

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Mark E. GiaQuinta			
Janet G. Bradbury			
[illegible]			
[illegible]			

DATED: 12-26-89.

Sandra E. Kennedy
City Clerk